

# Additional License Authorizations

for HP Data Center Infrastructure Management Software



## Product use authorizations

This document provides Additional License Authorizations for the following HP Data Center Infrastructure Management Software.

## Definitions

Capitalized terms not otherwise defined in this Additional License Authorizations document are defined in the governing Agreement.

Term	Definition
<i>Aperture Symbol</i>	means a detailed, scaled drawing of a data center device or piece of equipment together with its associated technical specification. The scaled drawing depicts the device with a top down and elevation view. The associated specification data details the device dimensions and their relevant attributes together with electrical and other operational data.
<i>Device or Dev</i>	means an addressable entity, physical or virtual, including but not limited to router, switch, bridge, hub, server, PC, laptops, handheld device or printer that resides within the range defined for interrogation and asset tracking.
<i>E-LTU and E-Media</i>	means products which are electronically delivered only, and as such any references to FOB Destination or delivery methods that are stated on Licensee's purchase order other than electronic shall be null and void with respect to these E-LTU or E-Media products.
<i>Internal Use</i>	means access and Use of the Software for purposes of supporting the internal operations or functions of Licensee.
<i>LTU</i>	means License To Use.
<i>sqft or square feet</i>	means all data center space that is used for the housing and support of data center equipment from inside wall to opposite inside wall measured in square feet. This includes support pillars in this measurement but building core (elevators, stairways, shafts, etc.) is excluded from this measurement. The space calculation is inclusive of all areas used for racks, cabinets, free standing devices, access ways, and support equipment (air conditioning units, power distribution units, etc.).
<i>sqm or square meters</i>	means all data center space that is used for the housing and support of data center equipment from inside wall to opposite inside wall measured in square meters. This includes support pillars in this measurement but building core (elevators, stairways, shafts, etc.) is excluded from this measurement. The space calculation is inclusive of all areas used for racks, cabinets, free standing devices, access ways, and support equipment (air conditioning units, power distribution units, etc.).
<i>Use</i>	means to install, store, load, execute and display once copy of the Software.



## Software specific license terms

For Software products with software specific license terms, these terms are described below. Software Products covered by this additional license authorization (as listed on the first page under Product use authorizations) and not covered in this section do not have software specific license terms.

### HP Data Center Infrastructure Management

HP Data Center Infrastructure Management license includes an Aperture Symbols Subscription which provides customers with access to the Aperture VISTA Data Center Configuration Management Symbol Library. The library is made up of detailed, scaled drawings of data center devices and equipment with their associated technical specifications (from their respective vendors).

## Additional license terms

The Software described in this Additional License Authorization (“ALA”) is governed by the agreement set forth on the quote for the order referencing this Software. The terms of this ALA shall govern delivery of the Software and specifically take precedence over any different terms in such agreement to the extent of a conflict.

Term	Definition
A.	Unless stated otherwise, Licensee is authorized to Use one Device at a time for Licensee’s Internal Use.
B.	Licensee accepts Software upon delivery.
C.	Third party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Licensee are reserved solely to HP or its suppliers.
D.	Licensee must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to Internal Use.
E.	Licensee may not Use or allow any other person or entity to Use Software or Support for the provision of commercial timesharing, service bureau, managed, outsourcing, ASP, subscription or other services to any person or entity without written authorization from HP, pursuant to additional terms and conditions or a separate written agreement for such Use and where applicable licenses and fees.
F.	Licensee agrees that HP may audit relevant books and records (including electronic), devices computers and systems of Licensee and its service providers, consultants and contractors ( collectively, “Contractors”) relating to the Software in order to verify Use of the Software in compliance with the Software license terms ( “License Terms”) . HP may make copies of any such books and records. HP may conduct the audit itself, or at its option may use an independent third party. Audits may be conducted at any sites of Licensee, and its Contractors where copies of the Software are installed, Used or accessed, including remotely. HP will bear its own costs in connection with an audit. HP shall provide at least twenty one (21) calendar days prior notice of any audit, except when it has reasonable cause to suspect that there is an infringement of its intellectual property rights, in which case only two (2) working days’ notice is required. Any audit would be performed during Licensee’s normal business hours in a manner that minimizes disruption to Licensee’s business. Licensee and its Contractors shall provide HP and its auditor with all assistance reasonably required in order to carry out the audit. If an audit reveals underpayments, then Licensee will pay HP such amounts invoiced by HP based on the prices for the Software license and Support fees specified in the local published HP price list in effect on the date of completion of the audit. If the underpayment exceeds by 5% the prices payable by Licensee for the Software and Support during the period covered by the audit, then Licensee will also pay the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section . HP’s rights and remedies in this section shall be without prejudice to any additional rights or remedies it may have at law or in equity for Licensee’s non-compliance with these License Terms. Licensee shall cause its Contactors to agree to, and comply with, the provisions of this section and shall be responsible for their non-compliance.

## Technology for better business outcomes

© 2009-2011 Hewlett-Packard Development Company, L.P. The information contained herein is subject to change without notice. The only warranties for HP products and services are set forth in the express warranty statements accompanying such products and services or in your mutually executed license and/or consulting services agreement(s) with HP. Nothing herein should be construed as constituting an additional warranty. HP shall not be liable for technical or editorial errors or omissions contained herein.

5900-1660, (June 2011), replaces 5014-0374 (September 2010)

